



James B. Wright  
Senior Attorney

14111 Capital Boulevard  
Wake Forest, North Carolina 27587-5900  
Telephone: 919-554-7587  
Fax: 919-554-7913

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September 12, 2001

CLERK OF COURT  
EXECUTIVE SECRETARY

Mr. David Waddell, Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

Re: *Docket No. 00-00691; Sprint Communications Company L.P.  
Arbitration Petition with BellSouth Telecommunications, Inc.  
Revised Joint Issues Matrix*

Dear Mr. Waddell:

Pursuant to the September 4, 2001 Notice of Filing in this case, enclosed for filing on behalf of Sprint Communications Company L.P. ("Sprint") and BellSouth Telecommunications, Inc. ("BellSouth") are fourteen copies of a revised joint issues matrix.

A review of the enclosed matrix will show that a significant number of issues have been resolved by the parties and it will not be necessary for the Authority or Staff to review the prefiled testimony relating to the resolved issues.

With respect to the remaining open issues, the matrix reflects that the parties have agreed to stipulate prefiled testimony into the record and waive cross examination on the following issues: Issue 4 (UNE combos) and Issue 6 (EELS).

The matrix also shows that the parties have agreed to defer the following issues to other proceedings: Issues 22, 23, 24, 25, 26, dealing with performance measures (generic performance measures docket).

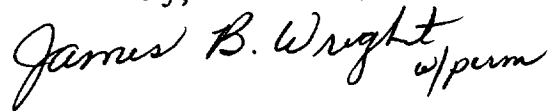
Mr. David Waddell  
September 12, 2001  
Page 2

As a result of the above, the witnesses will present testimony at the hearing on the following unresolved issues: No.s 3, 7, 16, 17, 18, 29, 43 and 45 (b), (c).

Subject to TRA approval, the parties have also agreed to waive opening argument, and wish to file post hearing briefs on the unresolved issues.

Please contact me if you have any questions.

Sincerely,



James B. Wright

Enclosure:

cc: Guy Hicks  
E. Earl Edenfield, Jr.  
William R. Atkinson

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY**

In re:

Petition of Sprint Communications )  
Company L.P. for Arbitration with )  
BellSouth Telecommunications, Inc. )  
Pursuant to Section 252(b) of the )  
Telecommunications Act of 1996. )

Docket No.: 00-00691

**REVISED JOINT ISSUES MATRIX**

In accordance with the procedural directive of the Tennessee Regulatory Authority's ("Authority" or "TRA") Pre-Arbitration Officer in the above-styled docket, Sprint Communications Company L.P. ("Sprint") and BellSouth Telecommunications, Inc. ("BellSouth") (collectively "the parties") now submit a Revised Joint Issues Matrix. Sprint and BellSouth request that the Authority accept for arbitration all of the unresolved issues noted below.

**ISSUE NO. 1: Terms and Conditions, Section 19.7 – Resolution of conflicts between Agreement and BellSouth tariff**

The parties report that this issue has been SETTLED.

**ISSUE NO. 2: Attachment 1, Resale, Section 3.18 and Attachment 6, Ordering and Provisioning, Section 2.2 – access to Sprint's customer records information.**

The parties report that this issue has been SETTLED.

**ISSUE NO. 3: Attachment 1, Resale, Section 3.1.2 -- Resale of stand-alone vertical features**

Statement of the Issue: Should BellSouth make its Custom Calling features available for resale on a stand-alone basis?

Sprint's Position and Requested Remedy: Yes. Except as otherwise expressly ordered in a resale context by the relevant state Commission in the jurisdiction in which the services are ordered, Custom Calling Services should be available for resale on a stand-alone basis, and at the applicable wholesale discount. Sprint requests that the TRA adopt its proposed language, which clearly states that Custom Calling features are available for resale on a stand-alone basis unless the relevant state Commission has ordered otherwise.

BellSouth's Position and Requested Remedy: BellSouth is not obligated to offer to Sprint, or any other CLEC, Custom Calling Services on a stand-alone basis. BellSouth makes available for resale any telecommunications service that BellSouth offers on a retail basis to subscribers that are not telecommunications carriers. BellSouth does not offer stand-alone Custom Calling Services to subscribers on a retail basis. The TRA should not require BellSouth to offer Custom Calling features for resale on a stand-alone basis.

**ISSUE NO. 4: Attachment 2, Network Elements and Other Services, Sections 1.4, 13, 14 -- UNE Combinations**

[Please note that the parties have agreed to stipulate their respective prefiled testimony into the record and waive cross-examination on Issue 4]

Statement of the Issue: Pursuant to Federal Communications Commission ("FCC") Rule 51.315(b) should BellSouth be required to provide Sprint at TELRIC rates combinations of UNEs that BellSouth typically combines for its own retail customers, whether or not the specific UNEs have already been combined for the specific end-user customer in question at the time Sprint places its order?

Sprint's Position and Requested Remedy: Yes, BellSouth should be required to provide to CLECs UNEs that are ordinarily combined in BellSouth's network in the manner in which they are typically combined. Sprint requests that the TRA require BellSouth to provide to Sprint at TELRIC rates those combinations of UNEs that BellSouth ordinarily and typically combines for its own retail customers.

BellSouth's Position and Requested Remedy: BellSouth acknowledges that the TRA, in previous arbitration rulings, has determined that BellSouth should combine network elements for CLECs that BellSouth "ordinarily combines" in its network. BellSouth further acknowledges that the TRA has indicated in prior arbitration rulings that it intends to apply that ruling in subsequent arbitrations. In order to preserve its appellate rights, however, BellSouth sets forth its position on this issue below.

No. On July 18, 2000, the United States Court of Appeals for the Eighth Circuit declined to reinstate 47 C.F.R. Sec. 51.315(c)-(f) that it had previously vacated. The Court found that subsections (c)-(f), which require the ILECs to do the work of combining network elements for the competitors, violate Section 251(c)(3) of the Act, which in turn requires ILECs to provide network elements "in a manner that allows the requesting carriers to

combine such elements.” Section 51-315(b), which the Supreme Court reinstated, only prohibits the ILECs from separating network elements that are already combined in the network. The TRA should only require BellSouth to provide UNE combinations in accordance with the 1996 Act and FCC rules.

**ISSUE NO. 5: Attachment 2, Network Elements and Other Services, Sections 4.2.6, 12 – Access to DSLAM, unbundled packet switching**

The parties report that this issue has been SETTLED.

**ISSUE NO. 6: Attachment 2, Network Elements and Other Services, Sections 13, 14 -- Enhanced Extended Links (EELs”)**

[Please note that the parties have agreed to stipulate their respective prefled testimony into the record and waive cross-examination on Issue 6]

Statement of the Issue: Should BellSouth be required to universally provide access to EELs that it ordinarily and typically combines in its network at UNE rates?

Sprint’s Position and Requested Remedy: Yes. Sprint requests that the Authority reaffirm its previous rulings in connection with this issue and require BellSouth to universally provide Sprint with access to EELs that BellSouth ordinarily and typically combines in its network.

BellSouth’s Position and Requested Remedy: BellSouth acknowledges that the TRA, in previous arbitration rulings, has determined that BellSouth should combine network elements for CLECs that BellSouth “ordinarily combines” in its network, including the EEL. BellSouth further acknowledges that the TRA has indicated in prior arbitration rulings that it intends to apply that ruling in subsequent arbitrations. In order to preserve its appellate rights, however, BellSouth sets forth its position on this issue below.

No. The EEL is not a mandatory UNE, and therefore, BellSouth should not be required to provide it at UNE rates. In addition, to provide the EEL BellSouth would have to combine the loop and dedicated transport for the CLEC, which BellSouth is not required to do. (See response to Issue 4) Thus, the TRA should not require BellSouth to offer the EEL at UNE rates.

**ISSUE NO. 7: Attachment 2, Network Elements and Other Services, Section 9.4 -- conversion of switching UNEs to market-based rate upon addition of fourth line**

Statement of the Issue: In situations where a CLEC’s end-user customer is served via unbundled switching and is located in density zone 1 in one of the top fifty Metropolitan Statistical Areas (“MSAs”), and who currently has three lines or less, adds additional lines, should BellSouth be able to charge market-based rates for all of the customer’s lines?

Sprint's Position and Requested Remedy: No. The FCC has not ruled upon the specific situation described above, and in the meantime, it is not appropriate for BellSouth to attempt to implement a more costly pricing structure with regard to Sprint's existing customers whose telecommunications needs grow along with their businesses. Sprint requests that the TRA adopt its proposed contract language with respect to BellSouth's obligation to offer local circuit switching on an unbundled basis.

BellSouth's Position and Requested Remedy: Yes, when a specific customer has four or more lines, whether they were purchased all at once or gradually over time, BellSouth does not have to provide unbundled local switching as long as the other criteria for Rule 51.319(c)(2) are met. Consistent with FCC Rules, BellSouth requests the TRA to approve BellSouth's proposed contract language with respect to this issue

**ISSUE NO. 8: Attachment 3, Interconnection, Sections 2.7, 2.8.8.3 – Point of Interconnection.**

The parties report that this issue has been SETTLED.

**ISSUE NO. 9: Attachment 3, Interconnection -- Multi-jurisdictional traffic over any type trunk group; 00- traffic over access trunks**

The parties report that this issue has been SETTLED.

**ISSUE NO. 10: Attachment 3, Interconnection, Sections 6.1.1, 6.1.1.1, 6.9, 6.10 – definition of "Local Traffic" for purposes of Reciprocal Compensation, characterization of ISP traffic as switched access traffic**

The parties report that this issue has been SETTLED.

**ISSUE NO. 11: Attachment 3, Interconnection, Sections 6.1.2, 6.1.4, 6.1.6 – Tandem charges for comparable area**

The parties report that this issue has been SETTLED.

**ISSUE NO. 12: Attachment 3, Interconnection, Sections 5.1.7, 5.7.1, 5.8.1 – inclusion of IP telephony in definition of "Switched Access Traffic"**

The parties report that this issue has been SETTLED.

**ISSUE NO. 13: Attachment 4, Collocation, Section 6.4 --Provisioning intervals for physical collocation.**

The parties report that this issue has been SETTLED.

**Issue No. 14: Attachment 4, Collocation, Section 6.4 -- Construction and provisioning interval (building permits)**

The parties report that this issue has been SETTLED.

**ISSUE NO. 15: Attachment 4, Collocation, Section 2.2.2 – Time frame to provide reports regarding space availability**

The parties report that this issue has been SETTLED.

**ISSUE NO. 16: Attachment 4, Collocation, Section 2.7 – Priority of space assignment for “space exhausted” Central Offices**

Statement of the Issue: Should Sprint be given space priority over other CLECs in the event that Sprint successfully challenges BellSouth's denial of space availability in a given central office, and the other CLECs who have been denied space do not challenge?

Sprint's Position and Requested Remedy: Yes. It would be inequitable for CLECs that did not contest BellSouth's claims of space exhaust in a particular central office to reap the benefits of Sprint's challenge to the detriment of Sprint. Sprint requests that the TRA adopt Sprint's proposed language and allow the CLEC who mounts a successful challenge to space denials to receive the benefit.

BellSouth's Position and Requested Remedy: No. The application of the “first-come, first-served” rule, as required by the FCC, provides the most rational treatment of all collocation space applicants. Further, basing priority on a successful challenge would circumvent the “first-come first-served” rule, be completely unmanageable, and will only cause CLECs to file complaints in order to preserve their priority on the waiting list, rather than for the pursuit of a legitimate dispute. Consistent with the FCC, the TRA should order space assignment in exhaust situations on a “first-come, first-served” basis.

**Issue No. 17: Attachment 4, Collocation, Section 5.4 - Demarcation point**

Statement of the Issue:

- (a) Who should designate the point of demarcation?
- (b) Where is the appropriate point of demarcation between Sprint's network and BellSouth's network?
- (c) Is a Point of Termination (“POT”) bay an appropriate point of demarcation?

Sprint's Position and Requested Remedy: (a) Sprint should have the ability, if it so chooses, to designate the point of demarcation between Sprint's collocated equipment and BellSouth's equipment. Sprint requests that the TRA adopt Sprint's proposed contract language:

Unless otherwise requested by Sprint, Sprint will designate the point of demarcation in or adjacent to its collocation space. At Sprint's request, BellSouth will identify to Sprint the location(s) of other possible demarcation points available to Sprint, and Sprint will designate from these location(s) the point(s) of demarcation between its collocated equipment and BellSouth's equipment. BellSouth will use its best efforts to identify the closest demarcation point to Sprint's equipment that is available. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to the network, BellSouth may offer, as an option to Sprint, a demarcation point that is a common block on the BellSouth designated conventional distributing frame. Sprint or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At Sprint's option and expense, a Point of Termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Collocation Space that may, at the Sprint's option, serve as the demarcation point. If Sprint elects not to provide a POT frame, BellSouth will agree to hand off the interconnection cables to Sprint at Sprint's equipment or at Sprint's designated demarcation point. When Sprint elects to install its own POT frame/cabinet, BellSouth must still provide and install the required DC power panel.

- (b) Sprint should be able to designate the point of demarcation as being in or adjacent to Sprint's collocation space. This makes sense because Sprint's facilities should be located as near to Sprint's collocation space as possible in order to minimize the cost of Sprint's collocation deployment. Further, since Sprint is responsible for all maintenance on its side of the demarcation point, the logical course of action would be to place the demarcation point in an area that Sprint can freely access. Sprint requests that the TRA adopt Sprint's proposed contract language (see above).
- (c) Sprint should have the ability to designate the POT bay or frame as the demarcation point if it so chooses. Sprint requests that the Authority adopt Sprint's proposed contract language (see above).

BellSouth Position and Requested Remedy: (a) Sprint confuses the point of demarcation for collocation with the Point of Interconnection ("POI") between two networks. While the 1996 Act allows the originating carrier to interconnect (*i.e.*, choose the POI) at any technically feasible point, when a CLEC chooses collocation as the method of



interconnecting, FCC Rule 51.323 dictates where the POI will occur. The point of demarcation is not the same as the POI. There is nothing in the 1996 Act or the FCC Rules that allows the CLEC to choose the point of demarcation on the ILEC's network. Consistent with the DC Circuit's recent collocation decision that clarified that the ILEC can designate where collocation occurs in its premises, BellSouth has the right to determine the demarcation point where the CLEC's collocated equipment will terminate. Likewise, the FCC's recently announced decision upholds an ILEC's rights to determine where in its premises collocation arrangements will be located. This includes a determination of where the collocation arrangement ends and BellSouth's network begins which is the location of the demarcation point.

(b) The appropriate point of demarcation between Sprint's network and BellSouth's network is the designated BellSouth conventional distributing frame.

(c) No, a POT bay is not an appropriate point of demarcation. In its Collocation Order, the FCC specifically determined that an intermediate device for demarcation, such as a POT bay, could not be mandated by the ILEC. Thus, BellSouth cannot obtain the CLEC demarcation uniformity BellSouth needs in order to implement collocation efficiently.

**Issue No. 18: Attachment 4, Collocation, Section 6.4.1 - Additions and augmentations**

Statement of the Issue: In instances where Sprint desires to add additional collocation equipment that would require BellSouth to complete additional space preparation work, what are the appropriate completion intervals for specific types of additions and augmentations to the collocation space?

Sprint's Position and Requested Remedy: Sprint proposes the following intervals for additions and augmentations: simple augments, such as the placement of additional AC convenience outlets, should be provided within 20 days of receipt of a complete augment application; minor augments such as interconnection cabling arrangements where the panels, relay racks and other infrastructure exist should be provided within 60 days of receipt of a complete augment application; intermediate augments, where minor infrastructure work is required, should be provided within 60 days of receipt of a complete augment application; and major augments which require major infrastructure work will be completed within 60-90 days of receipt of a complete augment application. In the absence of any alternative proposed intervals from BellSouth, Sprint asserts that its proposed intervals are reasonable and urges the TRA to adopt Sprint's proposed contract language.

BellSouth's Position and Requested Remedy: BellSouth will have different implementation intervals depending on the type and scope of the addition or augmentation, so each one needs to be reviewed individually. Thus, each addition or augmentation should be treated in the same manner as a new application. (See Issue 14 for BellSouth's proposed provisioning intervals for physical and virtual collocation arrangements) Ultimately, the amount of work and associated time to complete the work

depends on the nature and scope of the requested change and the situation extant in the affected central office. The same augmentation work can be done in different central offices and require different infrastructure, building and power jobs to meet the needs of the request. Thus, the TRA should require that augments and additions be handled in the same manner as for a new application

**ISSUE NO. 19: Attachment 4, Collocation, Section 6.5 - Use of BellSouth certified vendor to perform work required outside of Sprint's collocation space.**

The parties report that this issue has been SETTLED.

**ISSUE NO. 20: Attachment 4, Collocation, Section 6.9 – Transition from virtual collocation to physical collocation**

The parties report that this issue has been SETTLED.

**ISSUE NO. 21: Attachment 8, Rights-of-Way, Conduits, and Pole Attachments, Sections 6.2, 9.5: Payment in advance for make-ready work performed by BellSouth**

The parties report that this issue has been SETTLED.

**ISSUE NO. 22: Attachment 9, Performance Measurements, Section 3.3.1 -- Benchmark Based on BellSouth Affiliate Performance**

The parties agree to defer this issue to the TRA's generic performance measurements proceedings in Docket No. 01-00193.

**ISSUE NO. 23: Attachment 9, Performance Measurements, Section 5.9 -- Disaggregation of Measurement Data**

The parties agree to defer this issue to the TRA's generic performance measurements proceedings in Docket No. 01-00193.

**ISSUE NO. 24: Attachment 9, Performance Measurements, Section 6 – Audits**

The parties agree to defer this issue to the TRA's generic performance measurements proceedings in Docket No. 01-00193.

**ISSUE NO. 25: Attachment 9, Performance Measurements, and Sections 1, 7 -- Availability and Effective Date of BellSouth's VSEEM III Remedies Proposal**

The parties agree to defer this issue to the TRA's generic performance measurements proceedings in Docket No. 01-00193.

**ISSUE NO. 26: Attachment 9, Performance Measurements, Exhibit B ("Statistical Methods") – Application of statistical methodology to Service Quality Measurements ("SQM") document.**

The parties agree to defer this issue to the TRA's generic performance measurements proceedings in Docket No. 01-00193.

**ISSUE NO. 29: Attachment 1 – Resale, Section 4.5.1.3.3; Attachment 2, Network Elements and Other Services, Section 15.4.3.3 – Cost-based rates for dedicated trunking**

Statement of the Issue: What is the appropriate rate for dedicated trunking from each BellSouth end-office identified by Sprint to either the BellSouth Traffic Operator Position System ("TOPS"), or the Sprint operator service provider?

Sprint's Position and Requested Remedy: Cost-based rates should apply. Sprint requests that the TRA adopt Sprint's proposed contract language and require BellSouth to provide interoffice transmission facilities to Sprint at cost-based rates for Sprint's use in providing Operator Services and Directory Assistance.

BellSouth's Position and Requested Remedy: Based on the FCC's UNE Remand Order, BellSouth is no longer required to unbundle OS/DA, thus the trunks associated with such services should be billed at the rate in BellSouth's access tariff. BellSouth has provided sufficient customized routing in accordance with State and Federal law to allow it to avoid providing Operator Services/Directory Assistance ("OS/DA") as a UNE. The TRA should require Sprint to purchase dedicated trunking for OS/DA services at tariff or market rates.

**ISSUE NO. 43: Attachment 3, Interconnection, Sections 2.8.6, 2.8.8.2.1 – Two-way trunks**

Statement of the Issue: (a) Should BellSouth be required to provide Sprint with two-way trunks upon request?  
(b) Should BellSouth be required to use those two-way trunks for BellSouth originated traffic?

Sprint's Position and Requested Remedy: a) BellSouth should provide two-way interconnection trunking upon Sprint's request, subject only to technical feasibility. The provision of two-way trunking should not be subject to whether or not BellSouth agrees to provide such trunking. Two-way trunking in the context of the parties' interconnection agreement includes "two-way" trunking and "SuperGroup" interconnection trunking.

(b) If BellSouth refuses to use two-way trunks, the trunks cease to be two-way trunks. This effectively denies Sprint the opportunity to use two-way trunks and eliminates the efficiencies that were intended and are inherent in two-way trunking arrangements. Accordingly, BellSouth should be required to use two-way trunks, when provided, for BellSouth's originated traffic.

BellSouth's Position and Requested Remedy: (a) and (b) - BellSouth is only obligated to provide and use two-way local interconnection trunks where traffic volumes are too low to justify one-way trunks. In all other instances, BellSouth is able to use one-way trunks for its traffic if it so chooses. Nonetheless, BellSouth is not opposed to the use of two-way trunks where it makes sense, and the provisioning arrangements and location of the Point of Interconnection can be mutually agreed upon. The TRA should allow for the provision and use of two-way trunks as set forth by BellSouth.

**ISSUE NO. 45: Attachment 4, Collocation, Section 1.2.2 – Proposed language for space reservation**

Statement of the Issue: (a) What is the appropriate period for the parties to reserve floor space for their own specific uses?

(b) Upon denial of a Sprint request for physical collocation, what justification, if any, should BellSouth be required to provide to Sprint for space that BellSouth has reserved for itself or its affiliates at the requested premises?

(c) Should BellSouth be required to disclose to Sprint the space it reserves for its own future growth and for its interLATA, advanced services, and other affiliates upon request and in conjunction with a denial of Sprint's request for physical collocation?

(d) In the event that obsolete unused equipment is removed from a BellSouth premises, who should bear the cost of such removal?

(a) The parties report that this sub-issue has been SETTLED.

Sprint's Position and Requested Remedy: (b) Upon denial of a Sprint request for physical collocation, BellSouth should be required to provide justification for the reserved space to Sprint based on a demand and facility forecast which includes, but is not limited to, three to five years of historical data and forecasted growth, in twelve month increments, by functional type of equipment. Sprint requests that the Authority adopt Sprint's proposed language:

Upon denial of a Sprint request for physical collocation, BellSouth shall provide justification for the reserved space to Sprint based on a demand and facility forecast which includes, but is not limited to, three to five years of historical data and forecasted growth, in twelve month increments, by functional type of equipment (e.g., switching, transmission, power, etc.). In estimating the space requirement for growth, BellSouth shall use the most recent access line growth rate and use the space requirement data applicable to any planned changes that reflect forward looking technology as it relates to switching, power, MDF and DCS. BellSouth shall not reserve active space that is supported by existing telecommunications infrastructure without growth forecasts to support such reservation. BellSouth shall disclose to Sprint the space it reserves for its own future growth and for its interLATA, advanced services, and other affiliates upon request and in conjunction with a denial of Sprint's request for physical collocation, subject to appropriate proprietary protections.

(c) BellSouth should be required to disclose the space BellSouth reserves for BellSouth's future growth and for its interLATA, advanced services, and other affiliates upon request. Sprint requests that the TRA adopt Sprint's proposed language (see (b), above).

BellSouth's Position and Requested Remedy: (b) and (c) Upon denial of a Sprint request for physical collocation, BellSouth shall provide to the TRA justification for the reserved space based on what is currently required by and provided to the TRA. Consistent with FCC Rule 51.323(f)(5), BellSouth shall relinquish any space held for future use prior to denying a Sprint request for virtual collocation unless BellSouth proves to the TRA that virtual collocation at that point is not technically feasible.

(d) The parties report that this sub-issue has been SETTLED.

**ISSUE NO. 47: Attachment 4, Collocation, Section 2.3 – Denial of Application – BellSouth's provision of full-sized, detailed engineering floor plans and engineering forecasts**

The parties report that this issue has been SETTLED.

Respectfully submitted this 12<sup>th</sup> day of September, 2001.

*James B. Wright*  
James B. Wright *w/perm*

Sprint  
14111 Capital Blvd.  
Wake Forest, NC 27587-5900  
(919) 554-7587  
(919) 554-7913 (facsimile)

-And-

William R. Atkinson  
Benjamin W. Fincher  
Sprint  
3100 Cumberland Circle  
Atlanta, Georgia 30339  
(404) 649-6221  
(404) 649-5174 (facsimile)

Attorneys for Sprint Communications  
Company L.P.

*Guy M. Hicks*  
Guy M. Hicks *w/perm*

Guy M. Hicks  
BellSouth Telecommunications, Inc.  
333 Commerce Street, Suite 2101  
Nashville, TN 37201  
(615) 214-6301

-And-

E. Earl Edenfield, Jr.  
BellSouth Telecommunications, Inc.  
675 West Peachtree Street  
Suite 4300  
Atlanta, Georgia 30375  
(404) 335-0763

Attorneys for BellSouth  
Telecommunications, Inc.